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**UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK**

**LEXINGTON INSURANCE COMPANY
and GRANITE STATE INSURANCE
COMPANY,**

Plaintiffs,

vs.

**LIGHTNING CONTRACT SERVICES,
INC.,**

Defendant.

Case No: 1:19-cv-01855-JMF

JUDGMENT

This matter having been opened to the Court by way of motion filed by plaintiffs, Lexington Insurance Company and Granite State Insurance Company (collectively "Plaintiffs"), by their attorneys, McElroy, Deutsch, Mulvaney & Carpenter, LLP, seeking to enforce the parties' settlement and to enter final judgment against defendant, Lightning Contract Services, Inc. ("Defendant"), pursuant to the parties' Settlement and Release Agreement dated October 30, 2019, a copy of which having been filed with the Court and marked "So Ordered" on October 31, 2019; Plaintiffs having demonstrated that Defendant has breached the parties' settlement and has not cured said default, despite receiving notice and an opportunity to do so; and the Court having reviewed the supporting papers, and good cause having been shown:

IT IS on this 2nd day of April, 2020,

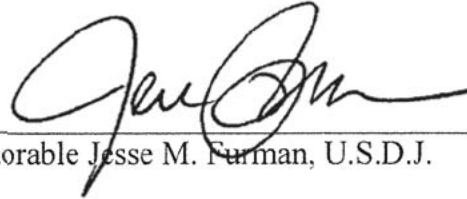
ORDERED, ADJUDGED AND DECREED, that Plaintiffs' Motion to Enforce the Parties' Settlement and to Enter Final Judgment against Defendant be and is hereby granted in its entirety; and

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that final judgment is entered in favor of plaintiff, Granite State Insurance Company, having its principal place of business located at 175 Water Street, New York, New York 10038, and against defendant, Lightning Contract Services, Inc., having its principal place of business located at 2902 Main Street, Chapmanville, West Virginia 25508, in the principal sum of \$2,002,759.00, plus attorney's fees and costs totaling \$47,601.10, plus pre-judgment interest totaling \$ 2,455,992.86 (from July 12, 2018 through the date of this judgment), less a pro rata share of the amount paid by Defendant under the parties' settlement (\$44,000.00), amounting in all to the sum of \$ 2,411,992.86, plus post-judgment interest at the applicable statutory rate, and that plaintiff shall have execution thereof; and

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that final judgment is entered in favor of plaintiff, Lexington Insurance Company, having its principal place of business located at 99 High Street, Boston, Massachusetts 02110, and against defendant, Lightning Contract Services, Inc., having its principal place of business located at 2902 Main Street, Chapmanville, West Virginia 25508, in the principal sum of \$264,744.46, plus attorney's fees and costs totaling \$6,491.06, plus pre-judgment interest totaling \$ 311,708.79 (from July 12, 2018 through the date of this judgment), less a pro rata share of the amount paid by Defendant under the parties' settlement (\$6,000.00), amounting in all to the sum of \$ 305,708.79, plus post-judgment interest at the applicable statutory rate, and that plaintiff shall have execution thereof.

Judgment signed this 2nd day of April, 2020.

Enter,

A handwritten signature in black ink, appearing to read "Jesse M. Furman", is written over a horizontal line.

Honorable Jesse M. Furman, U.S.D.J.

Defendant's motion for a stay is DENIED substantially for the reasons set forth in Plaintiffs' letter, ECF No. 68. The Clerk of Court is directed to terminate ECF No. 65.